

INFORMA MARKETS SPONSORSHIP AND EXHIBITION TERMS AND CONDITIONS

1. Definitions

In these Conditions, the following terms have the following meanings:

- 1.1. **Booking Form:** the booking form to which these Conditions are attached and/or incorporated into by reference setting out the details of the Package or such other document setting out the details of the Package as Organizer may choose in its sole discretion to accept;
- 1.2. **Calendar Year:** a full twelve (12) month period beginning on January 1 and ending on December 31;
- 1.3. **Client:** the person, company, organisation, association or other entity set out in the Booking Form that is purchasing the Package;
- 1.4. **Conditions:** these terms and conditions;
- 1.5. **Contract:** together, these Conditions and the Booking Form;
- 1.6. **Data Protection Law:** all laws related to data protection and privacy that are applicable to any territory where Organizer or Client processes personal data, where the Event takes place, where any element of the Package is provided and/or where Organizer or Client is established;
- 1.7. **Devices:** any visitor lead capture application or barcode scanner device;
- 1.8. **Directory:** any online product and/or services directory (whether exclusively featuring exhibitors, sponsors and attendees of the Event or otherwise);
- 1.9. **Directory Content:** all content, materials and other information that is provided by Client and/or its Personnel (whether by uploading directly to a Directory or via any other means) for inclusion in a Directory;
- 1.10. **Event:** the exhibition, conference, show or other event organised by Organizer set out in the Booking Form;
- 1.11. **Fees:** the fees payable by Client for the Package set out in the Booking Form;
- 1.12. **Force Majeure Event:** any event or circumstance arising that is not within Organizer's reasonable control (including, without limitation, governmental regulations or action, imposition of sanctions, embargo, military action, acts of terrorism or war, civil commotion or riot, epidemic, pandemic, fire, acts of God, flood, drought, earthquake, natural disaster, royal demise, third party contractor/supplier failure, Venue damage or cancellation, industrial dispute, interruption/failure of utility service or nuclear, chemical or biological contamination);
- 1.13. **Informa Group:** includes any entity whose ultimate parent company is Informa PLC;
- 1.14. **Intellectual Property Rights:** trade marks, trading names, domain names, logos, rights in design, copyrights, database rights, moral rights, goodwill, rights of confidence, know-how and trade secrets and all other intellectual property rights or analogous rights, whether registered or unregistered, that subsist now or in the future anywhere in the world;
- 1.15. **Manual:** any manual, service kit or guide provided to Client by Organizer in respect of the Event, as updated by Organizer from time to time;
- 1.16. **Marketing Services:** any marketing services element of the Sponsorship set out in the Booking Form (which may include, without limitation, the distribution of e-mails to third parties by way of a promotional campaign);
- 1.17. **Materials:** all content, materials and other information that is provided by Client and/or its Personnel (including, without limitation, Client's name, profile, descriptions of products and/or services, logos, copy, text, photographs, audios, videos, artwork and/or content session data);
- 1.18. **Opening Date:** the first date on which the Event is scheduled to be open to members of the public;
- 1.19. **Organizer:** the Informa Group legal entity set out in the Booking Form that is providing the Package;
- 1.20. **Owners:** the owners, management and/or operators of the Venue;
- 1.21. **Package:** the Space and/or Sponsorship and/or Directory and/or Devices package purchased by Client in relation to the Event set out in the Booking Form, as may be updated by the parties from time to time;
- 1.22. **Personnel:** any employee, consultant, agent, other representative or contractor (or any employee, consultant, agent, or other representative thereof) engaged or employed by a party in connection with the Event;
- 1.23. **Reportable Breach:** any breach of security leading to the accidental, unauthorised or unlawful processing of, destruction of, loss of, corruption of, alteration to or access to personal data;
- 1.24. **Space:** any exhibition space allocated to Client set out in the Booking Form;
- 1.25. **Sponsorship:** any sponsorship and/or promotional element of the Package set out in the Booking Form (which may include, without limitation, advertisements, Marketing Services and/or opportunities to sponsor, contribute to and/or deliver content sessions); and
- 1.26. **Venue:** the venue at which the Event is to be staged.

2. Package

- 2.1. Once submitted to Organizer, a Booking Form constitutes an offer to purchase a Package in accordance with these Conditions and is irrevocable by Client. The submission of a Booking Form does not guarantee that Client will be (i) permitted to exhibit at or otherwise participate in the Event, (ii) assigned to a particular exhibit hall, section or location within the Venue, and/or (iii) provided with the actual Package (including, without limitation, the amount of Space and/or Sponsorship) requested. Organizer reserves the right to reject any Booking Form. A binding contract shall only come into effect when written confirmation (whether by e-mail or otherwise) of acceptance is sent by Organizer to Client (whether or not it is received). Except as set out in these Conditions, no variation of this Contract, including, without limitation, any updates to the Package, shall be effective unless such variation is agreed in writing by both parties. These Conditions apply to this Contract to the exclusion of any other terms that Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. Fees

- 3.1. Client shall pay the Fees in cleared funds in accordance with the payment terms stated in the Booking Form. Organizer shall have no liability whatsoever if Client pays the Fees (or any portion thereof) into any bank account other than the bank account specifically designated by Organizer to Client for payment. In particular, Organizer shall not be liable for any loss, damage, cost, claim or expense suffered or incurred by Client and/or any of its Personnel arising out of or in connection with third party fraud, including, without limitation, false change of bank account communications, identity theft and other scams. Payment of the Fees into Organizer's designated bank account only shall satisfy Client's payment obligations under this Contract. To the extent that Client receives any communication notifying Client of a change in Organizer's designated bank account, Client is required to verify the authenticity of the same directly with Organizer. Without prejudice to any other right or remedy it may have, if Organizer does not receive the Fees into Organizer's designated bank account in cleared funds by the due date for payment, Organizer shall be entitled to: (i) refuse Client and its Personnel entry to the Event, (ii) refuse and/or withdraw the provision of any element of the Package, and/or (iii) charge interest on such overdue sum from the due date of payment at the annual rate of 4% above the base lending rate from time to time of HSBC Limited Hong Kong, accruing on a daily basis and being compounded quarterly until payment of the overdue sum is made, whether before or after judgement. Where Organizer takes any such action, Client shall not be entitled to a refund of any portion of the Fees it has already paid in respect of the Package and the Fees shall remain due and payable in full.
- 3.2. It is the intent of the parties that Organizer shall receive the Fees in full and that any: (i) banking and other transfer of payment charges, and (ii) applicable VAT, GST, sales and/or service taxes shall be paid solely by Client (in addition to the Fees). If and to the extent that any withholding taxes are payable in connection with the whole or any portion of the Fees, Client shall pay such withholding taxes directly to the relevant tax authority and furnish Organizer with a valid certificate evidencing payment. To the extent that a valid certificate is not provided, or to the extent that Organizer is unable to recover the withholding taxes, the amount of the Fees shall be increased by an amount necessary to compensate for the withholding taxes (including, without limitation, any amount necessary to "gross up" for withholding taxes levied on the increase itself).
- 3.3. Client acknowledges and agrees that certain services may be required by the Owners and/or Organizer for the safe and efficient operation of the Event, including, without limitation, connection to and consumption of utilities (for example, electricity) and inspection/health and safety auditing of exhibition stand/shell scheme plans. Such services shall be provided by contractors appointed by the Owners and/or Organizer and it is a condition of this Contract that Client uses such contractors for these services. Rates and charges for such services (Contractor Fees) shall be set out in the Manual or otherwise provided in writing by Organizer prior to the Opening Date. Client is solely responsible for payment of the Contractor Fees directly to each relevant contractor, in accordance with each relevant contractor's payment terms. If Client fails to pay the Contractor Fees in accordance with such payment terms, Organizer may at its sole discretion: (i) pay such Contractor Fees itself and recharge Client directly for these, or (ii) deem that Client has committed an

irremediable material breach of this Contract and exercise Organizer's rights pursuant to Condition 15.1.

4. Client's general obligations

- 4.1. Client shall comply with: (i) all laws (including, without limitation, all laws relating to anti-bribery, anti-corruption, trade sanctions, modern slavery and export controls), (ii) all rules, regulations and instructions issued by Organizer and/or the Owners from time to time in connection with any element of the Package (including, without limitation, in relation to health, safety and security requirements), and (iii) the provisions of the Manual, including, without limitation, all operational requirements stated therein.
- 4.2. Client warrants, represents and undertakes that: (i) it has the right, title and authority to enter into this Contract and perform its obligations hereunder, and (ii) the person signing or otherwise legally accepting this Contract on behalf of Client has the requisite authority to do so.
- 4.3. Client and its Personnel must not: (i) act in any manner which causes offence, annoyance, nuisance or inconvenience to Organizer, the Owners and/or any other attendee of the Event, (ii) do anything which might adversely affect the reputation of Organizer, the Owners and/or the Event, and/or (iii) cause or permit any damage to the Venue or any part thereof or to any fixtures or fittings which are not the property of Client.
- 4.4. Client shall cooperate, in good faith, with Organizer in all matters relating to the Package and/or the Event. Without limitation, Client shall provide Organizer with all information as Organizer may reasonably request in respect of the Package and shall ensure that such information is accurate.
- 4.5. Client is solely responsible for obtaining passports, visas and other necessary documentation for entry into the country or territory where the Event is held. If Client and/or its Personnel cannot attend the Event due to a failure to obtain such documentation, the Fees shall remain due and payable in full.
- 4.6. Client is solely responsible for obtaining any licences, regulatory approvals, customs clearances or other necessary consents required for Client to participate in the Event and display its exhibits, including, without limitation, any licences or other necessary consents required for the playing of music or any other audio or visual material by Client and/or its Personnel.
- 4.7. Client consents to its details (including, without limitation, its name, logo and profile) being: (i) published in any show guide, directory and/or other promotional materials prepared in connection with the Event, and/or (ii) displayed on the Event website. Although Organizer shall take reasonable care in any such publication/display, it shall not be liable for any errors, omissions or misquotations that may occur.
- 4.8. All unauthorised filming, sound recording and photography of the Event, and all unauthorised transmission of audio or visual material at the Event, by Client and/or its Personnel is expressly prohibited. Client and/or its Personnel agree: (i) to surrender to Organizer or destroy on demand any material in whatever media recorded in violation of this Condition 4.8, and (ii) that the copyright and other Intellectual Property Rights in any such material shall vest in Organizer unconditionally and immediately on the creation of such material.
- 4.9. Client acknowledges and agrees that Organizer and its Personnel shall be permitted to film, sound record and photograph the Event, which may include, without limitation, filming, sound recording and photography featuring Client's Personnel (the Content). Client agrees to make its Personnel aware of such filming, sound recording and photography of the Event. Client acknowledges and agrees that Organizer is the sole and exclusive owner of all rights in the Content and hereby waives any and all: (i) rights in and to such Content, and (ii) claims that Client may have relating to or arising from the Content and its use. Without limitation, Organizer shall be permitted to use the Content anywhere in the world for promotional and other purposes, without any payment or compensation. If any of Client's Personnel has any objection to the use of their image in any filming, sound recording and/or photography of the Event, Client shall notify Organizer in writing.
- 4.10. Client acknowledges and agrees that the terms of this Contract (including, without limitation, the amount of the Fees) and the provisions of the Manual shall constitute confidential information of Organizer and Client undertakes that it shall not at any time disclose the same to any third party.

5. Data protection

- 5.1. Each party acknowledges and agrees that it is responsible for its own processing of personal data in connection with this Contract, including, without limitation, any processing of personal data pursuant to a Data List (as defined in Condition 5.2) (and, where applicable, the parties agree that each party acts as a data controller for the purposes of the General Data Protection Regulation (Regulation (EU) 2016/679)). Each party shall: (i) only process personal data in compliance with, and shall not cause itself and/or the other party to be in breach of, Data Protection Law, and (ii) act reasonably in providing such information and assistance as the other party may reasonably request to enable the other party to comply with its obligations under Data Protection Law. If either party becomes aware of a Reportable Breach relating to the processing of personal data in connection with this Contract, it shall: (i) provide the other party with reasonable details of such Reportable Breach without undue delay, and (ii) act reasonably in co-operating with the other party in respect of any communications and/or notifications to be issued to any data subjects and/or supervisory authorities in respect of the Reportable Breach. If either party receives any communication from any supervisory authority relating to the processing of personal data in connection with this Contract, it shall: (i) provide the other party with reasonable details of such communication, and (ii) act reasonably in co-operating with the other party in respect of any response to the same. Organizer collects, uses and protects personal data in accordance with its privacy policy, which can be found here: <https://www.informa.com/privacy-policy/>.
- 5.2. Without prejudice to the generality of Condition 5.1, Client acknowledges and agrees that if it receives any list containing personal data from Organizer as part of the Package (a Data List), it shall: (i) keep the Data List confidential and not disclose it to any third party, (ii) only use the Data List for the purpose of making an initial approach to contacts on the Data List in response to their engagement with Client's products and/or services as facilitated by the Package, (iii) securely delete or put beyond use all or any part of the Data List upon Organizer's reasonable request or by such time as is required by Data Protection Law, whichever is earlier, and (iv) provide Organizer with reasonable details of any enquiry, complaint, notice and/or other communication it receives from any supervisory authority relating to Client's use of the Data List, and act reasonably in co-operating with Organizer in respect of Client's response to the same. Client acknowledges and agrees that Organizer shall only be obliged to provide Client with all or any part of a Data List to the extent that it is legally permitted to do so and Organizer shall not be liable if the volume of personal data provided to Client is less than anticipated as a result of Organizer's compliance with Data Protection Law.

6. Specific terms relating to Space

- 6.1. Organizer reserves the right at any time to make such alterations in the floor plan of the Event or in the specification of the Space as Organizer in its absolute opinion considers to be in the best interests of the Event, including, without limitation, altering the size, shape or position of the Space and/or the exhibition stand therein and/or changing or closing entrances, exits and access to the Venue. If the size of the Space is reduced, Client shall receive a pro-rata refund of the Fees payable in respect of the Space.
- 6.2. Organizer permits Client to use the Space for the purpose of displaying exhibits at the Event. Such use shall not constitute a tenancy and Client shall have no other rights to, or interest in, the Space. Client is only permitted to conduct business from the Space and shall not (nor shall it permit any other person to) conduct any display or exhibit, distribute publications or other materials or otherwise canvass or solicit for business in any other area of the Venue.
- 6.3. Client undertakes: (i) to occupy the Space in time for the opening of the Event, (ii) at all times during the Event to ensure that its Space (and exhibition stand therein) is (a) staffed by competent personnel, and (b) clean, tidy, well presented and free from unsafe materials/items and other hazards (failing which, Organizer reserves the right without liability to arrange for this to be done at Client's risk and expense), and (iii) not to close its exhibition stand prior to the closing of the Event.
- 6.4. Client shall not permit the display of any exhibits that do not exclusively relate to Client's own commercial activities. No exhibit will be allowed into the Venue without an official delivery order or customs clearance document relating to such exhibit. The display of any working or moving exhibit must have the prior written approval of Organizer and must only be operated in the presence of persons authorised by Client and/or its Personnel. Organizer reserves the right, without liability and at Client's risk and expense, to remove any exhibit and/or stop any display or demonstration which Organizer considers in its reasonable opinion: (i) contravenes any law and/or any applicable industry regulations/standards (including, without limitation, CITES trade regulations or any other standards issued by IUCN), (ii) constitutes counterfeit goods and/or infringes the Intellectual Property Rights of any third party, (iii) is likely to cause offence, and/or (iv) does not otherwise comply with these Conditions.
- 6.5. Unless the provisions of Condition 6.6 apply, Client is solely responsible for all aspects of the set-up of the Space, including, without limitation, modular stand or similar construction, pipes and drapes, shell scheme, branding and dressing. Exhibits and displays should not exceed the height of the exhibition stand walls unless written permission has been received from Organizer. Plans for any non-shell scheme Space must be in compliance with the specifications and submitted for approval

as set out in the Manual. Organizer reserves the right to order the alteration or removal of any exhibition stand which differs from the approved plan or which does not conform to any of the required specifications. The costs of any alteration and/or removal shall be entirely borne by Client. If such alteration or removal is not made within the time required by Organizer, Organizer may undertake the same at the risk and cost of Client, which shall reimburse Organizer on demand.

- 6.6. Organizer shall be responsible for setting-up a pre-built booth for Client in the Space (to include modular stand or similar construction, pipes and drapes and shell scheme) only where it has expressly agreed to do so in the Booking Form. Client is solely responsible for all aspects of dressing and branding of the Space.
- 6.7. Client may not share the Space with any third party without the prior written consent of Organizer (and any such consent shall be conditional on the Space sharer agreeing to comply with any terms, conditions and restrictions as may be prescribed by Organizer). If and to the extent that Client is permitted to share the Space, Client shall procure that any Space sharer and any Space sharer's Personnel comply with this Contract, provided that Client shall be solely responsible for the Space in its entirety and shall be liable for any act or omission of any Space sharer and any Space sharer's Personnel (including, without limitation, any breach of the terms of this Contract by the same). Unless otherwise agreed in writing by Organizer, Client shall ensure that at all times during the Event its exhibition stand is staffed by at least one of its own Personnel. Notwithstanding any approved Space sharing arrangement, Client shall itself remain wholly liable for the full amount of the Fees.
- 6.8. Food and/or beverages may only be supplied by Client and/or its Personnel with the prior written consent of Organizer. Without limitation to the foregoing, Client is forbidden to bring alcoholic beverages into the Venue without the prior written consent of Organizer (and, if consent is granted, corkage fees may be required).
- 6.9. Except in connection with any Event that is open to consumers and/or with the prior written consent of Organizer, retail sales (and the delivery of any associated products and/or services) are not permitted on the Event floor.
- 6.10. At such time after the close of the Event as Organizer may specify, or on any earlier termination of this Contract, all exhibits shall be removed from the Venue and the Space shall be delivered to Organizer in good and clean order and in such condition as initially provided to Client. Any Client property remaining after such time shall be considered abandoned and may be sold or otherwise disposed of by Organizer at Client's risk and expense.
- 6.11. Without prejudice to any other right or remedy it may have, if Client and/or any of its Personnel is in breach of this Condition 6 and/or is otherwise engaged in any activity that might jeopardise the health, safety and/or security of the Event and/or any other attendee of the Event, Organizer reserves the right without liability to close Client's exhibition stand.

7. Specific terms relating to Sponsorship (including, without limitation, Marketing Services)

- 7.1. Client shall: (i) provide Organizer with all Materials within any deadlines specified by Organizer, and (ii) comply with Organizer's specifications and technical requirements in relation to all Materials. If Client does not, Organizer reserves the right to refuse to print, publish or otherwise use any or all of the Materials (but all Fees in respect of the Sponsorship shall remain due and payable in full).
- 7.2. Client warrants, represents and undertakes that the Materials are: (i) accurate and complete, (ii) Client's own original work (of which Client is the copyright owner) or that Client has gained copyright and any other applicable clearance, consent, approval, licence or permission from any relevant third party (including, without limitation, the copyright owner and any regulatory authorities), in each case such that Client has the right to make the Materials available to Organizer in connection with the Package without restriction and that they do not breach or infringe anyone else's rights (including, without limitation, the Intellectual Property Rights of any third party), (iii) not in any way defamatory, libellous, obscene, menacing, threatening, offensive, abusive or fraudulent, (iv) not in any way illegal and that they do not contravene any law or inchoate or encourage the contravention of any law, (v) not and will not be the subject of any claims, demands, liens, encumbrances or rights of any kind that could or will impair or interfere with Organizer's use of the Materials in connection with the provision of the Package, and (vi) if provided in digital form, free from any viruses and any other malware or corrupting elements of any kind and that they shall not cause any adverse effect on the operation of any Organizer system, publication, website, platform, media or other property and/or on any users of any of the foregoing.
- 7.3. Although Organizer shall take reasonable care in the production of any deliverable incorporating the Materials, it shall not be liable for any errors, omissions or misquotations that may occur. Without limitation to the foregoing, Organizer cannot guarantee any exact colour matches in its incorporation of Materials and any colours used in Materials are for graphic and textual guidance only. All Materials are subject to the approval of Organizer (however, notwithstanding any such approval, Client shall have sole responsibility and liability in respect of such Materials). Organizer reserves the right to reject any Materials at any time after receipt. Organizer shall use its reasonable endeavours to provide the Sponsorship in the size, position and manner as specified in the Booking Form, but shall not be liable where reasonable modifications are made.
- 7.4. Client hereby grants to Organizer a royalty-free, non-exclusive, worldwide licence to use the Materials and Client's details in connection with the creation of any materials relating to the Event. Client acknowledges and agrees that, in view of the time and cost required in preparing such materials, in circumstances where this Contract is terminated Organizer may at its discretion continue to use the Materials and Client's details after termination of this Contract where the time and cost required to remove the same from any materials relating to the Event cannot reasonably be justified by Organizer.
- 7.5. If all or part of the Sponsorship comprises Marketing Services, Organizer shall use commercially reasonable efforts to adhere to any delivery schedule set out in the Booking Form. Where such Marketing Services include the distribution of e-mails to third parties by way of a promotional campaign, at Organizer's request Client shall: (i) maintain and deliver to Organizer, by no later than five (5) days prior to the start of a campaign, a true, correct and complete suppression list containing e-mail addresses of those individuals who have opted out or unsubscribed from receiving communications from and/or relating to Client and/or any of its affiliates (a Suppression List), and (ii) for the duration of the campaign, provide Organizer with an updated Suppression List, in a format specified by Organizer, immediately following each instance that an individual has requested to be opted out or unsubscribed. To the extent that, pursuant to such Marketing Services, any e-mails will be sent to any e-mail addresses provided by Client and/or its Personnel, Client warrants, represents and undertakes that Client has obtained all consents and permissions required for such e-mails to be sent to such e-mail addresses and that no such e-mail address appears on any Suppression List. Client shall indemnify Organizer against any loss, damage, cost, claim or expense (including, without limitation, in connection with any regulatory action or fine) suffered or incurred by Organizer and/or any member of the Informa Group arising out of or in connection with any breach by Client and/or its Personnel of this Condition 7.5.
- 7.6. Without prejudice to any other right or remedy it may have, if Client and/or any of its Personnel is in breach of this Condition 7, Organizer reserves the right without liability to: (i) suspend and/or discontinue the use of any Materials, and/or (ii) refuse and/or withdraw the provision of any element of the Sponsorship.

8. Specific terms relating to Directories

- 8.1. If Client purchases a Directory entry as part of the Package, the terms of this Condition 8 shall apply. The Booking Form may specify that it is mandatory for Client to purchase a Directory entry in connection with the Event.
- 8.2. The length of time that Client is entitled to have a Directory entry live for, and the extent of its coverage within and benefits related to such Directory, shall be specified in the Booking Form.
- 8.3. Client acknowledges and agrees that all usernames and passwords used to access any Directory are confidential and personal to Client and its Personnel (as applicable). Client shall not, and shall procure that its Personnel shall not, permit others to use such usernames and/or passwords and Client shall be liable for the acts and omissions of any person using such usernames and/or passwords (whether or not such use was authorised by Client and/or its Personnel). Client shall notify Organizer immediately of any unauthorised use of any usernames and/or passwords or any other breach of security regarding any Directory that comes to its attention.
- 8.4. All Directory Content must comply with these Conditions. Organizer reserves the right to remove any Directory Content that it deems offensive, inappropriate, libellous or non-compliant with these Conditions. Client shall ensure that the Directory Content shall not infringe the Intellectual Property Rights of any third party and Client shall be solely responsible

